

CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement is made by and between the National Cancer Institute, an agency of the United States Government, having a place of business at 9000 Rockville Pike, Bethesda, Maryland, 20892 (hereinafter referred to as "NCI"), and _____ an entity organized and existing under the laws of _____ having a place of business at:

(hereinafter referred to as "Company"). Collectively or individually, the NCI and Company shall also be referred to as "Parties" or "Party".

WHEREAS, both Parties have certain confidential and/or proprietary information relating to _____ (hereinafter referred to as the "Confidential Information"); and

WHEREAS each Party is interested in examining the Confidential Information of the other Party in order to determine the desirability of entering into an agreement relating to the development of such Confidential Information;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Parties hereto agree as follows:

1. Each Party shall disclose and transmit Confidential Information to the other Party solely for the purpose of and in sufficient detail to enable such other Party to fully evaluate such disclosure.
2. Each Party agrees to accept the Confidential Information and to employ all reasonable efforts to maintain the Confidential Information secret and confidential, such efforts to be no less than the degree of care employed by each Party to preserve and safeguard its own confidential information. The Confidential Information of either Party shall not be disclosed, revealed, or given to anyone except those who have a need to have the Confidential Information in connection with such other Party's evaluation, and who have assumed an obligation to maintain the Confidential Information in confidence at least to the extent that such Party is bound hereunder, and such employees shall be advised by such other Party of the confidential nature of the Confidential Information and that the Confidential Information shall be treated accordingly.
3. It is hereby acknowledged by each Party that neither Party shall incur any liability merely for examining and considering the Confidential Information; however, each Party agrees that it will not use the Confidential Information for any purpose except as set forth herein.
4. The obligations of a Party under Paragraph 2 and 3 above shall not extend to any part of the Confidential Information of the other Party:
 - (a) that can be demonstrated to have been in the public domain or publicly known and readily available prior to the disclosure; or
 - (b) that can be demonstrated to have been in such Party's possession or readily available to such Party from another source prior to the disclosure; or
 - (c) that becomes part of the public domain or publicly known by publication or otherwise, not due to any unauthorized act by such Party; or

Confidentiality Agreement between NCI and

(d) that is independently developed or acquired by such Party without reference to or reliance upon such Confidential Information; or

(e) that is required to be disclosed by law, provided that the such Party takes reasonable and lawful actions to avoid and/or minimize such disclosure.

5. Each Party's obligations under Paragraphs 2 and 3 shall extend for a period of three (3) years from the date of this Agreement, unless either Party informs the other Party that the Confidential Information is still secret and confidential, in which case the obligations of Paragraphs 2 and 3 hereof shall extend for a further period of two (2) years.
6. All information to be deemed confidential under this Agreement shall be clearly marked "**CONFIDENTIAL**". Any Confidential Information which is orally disclosed must be reduced to writing and marked "**CONFIDENTIAL**" within thirty (30) days of such disclosure.
7. It is understood that nothing herein shall be deemed to constitute, by implication or otherwise, the grant to either Party of any license or other rights under any patent, patent application or other intellectual property right or interest belonging to either Party, or as permitting either Party to unfairly obtain the right to use any Confidential Information which becomes publicly known through an improper act or omission on its part.
8. It is understood and agreed by both Parties, that each represents and warrants to the other Party, that the official signing this Agreement on behalf of the Party represented has authority to do so.
9. The illegality or invalidity of any provision of this Agreement shall not impair, affect or invalidate the other provisions of this Agreement.
10. The construction, validity, performance and effect of this Agreement shall be governed by Federal law, as applied by the Federal Courts in the District of Columbia. Federal law and regulations will preempt any conflicting or inconsistent provisions in this Agreement.

SIGNATURES

NATIONAL CANCER INSTITUTE:

Authorized Signatory

Name:

Title:

Date

National Cancer Institute
Technology Transfer Branch
6120 Executive Blvd., Suite 450
Rockville, MD 20852

FOR THE COMPANY: The undersigned expressly certifies or affirms that the contents of any statements made or reflected in this document are truthful and accurate.

The undersigned further agrees to examine and consider the subject matter of the Confidential Information on the foregoing basis.

COMPANY:

Authorized Signatory

Name:

Title:

Date

Address: